

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (DAYTON)**

ITS FINANCIAL, LLC,	:	CASE NO.: 3:13-cv-00041-TMR
Plaintiff,	:	Magistrate Judge Sharon L. Ovington
v.	:	STIPULATION, AGREED ENTRY, AND
EZMO FINANCIAL, LLC, et al.	:	ORDER DISMISSING THIS
Defendants.	:	<u>MATTER WITH PREJUDICE</u>

Upon the agreement of Plaintiff ITS Financial, LLC ("ITS") and Defendants EZMO Financial, LLC ("EZMO"), Mussie Araya ("Araya") and Ermias Zekerias ("Zekerias") (collectively, the "Parties"), as evidenced by the signature of their counsel below, the Parties hereby stipulate and agree to the following terms to settle all claims raised in their pleadings, which arise from certain franchise agreements between ITS and EZMO ("the Franchise Agreements"):

1. **Termination of the Franchise Agreements.** The Franchise Agreements and all other undertakings between the Parties are hereby terminated, and all past, present and future obligations thereunder, including those which by their terms were to survive the termination of the Franchise Agreements, are deemed unenforceable, null, and void.
2. **Payment.** EZMO, Araya and Zekerias shall pay the sum of \$100,000 to ITS to settle all outstanding financial obligations. This sum shall be paid as follows (1) \$50,000 shall be paid within 7 days of the filing of this entry; (2) \$25,000 shall be paid one year from the filing of this entry; and (3) \$25,000 shall be paid two years from the filing of this entry.
3. **Competition.** The Parties agree that EZMO, Araya and Zekerias may own, operate or otherwise participate in tax preparation businesses in direct competition with ITS and its franchisees, licensees, and affiliates anywhere, including the Boston, Massachusetts area, except as limited below.
4. **Limited Non-Compete Provision.** EZMO, Araya and Zekerias agree to close and move out from their office at 654 Washington Street, Dorchester, MA 02124, and to not operate in such office in the future for any reason.
5. **Mutual Release of Claims.** The Parties, individually and on behalf of all officers, agents, directors, members, current or former agents and employees and all other representatives thereof, hereby forever release, waive and discharge each other, including all officers, directors, partners, members, representatives, current and former agents,

independent contractors, employees, subsidiaries, parent companies, franchisors, franchisees, insurers, affiliates, and all other persons acting on behalf thereof, jointly and severally, from any and all claims, demands, damages, liabilities, rights, remedies, controversies, actions, disputes, debts, causes of action or suits, at law or in equity, whether known or unknown, contingent or absolute, accruing or relating to any matter that was raised or could have been asserted in the Litigation.

6. **Remaining Costs.** The Parties agree to be responsible for their own legal fees and expenses. Any outstanding court fees related to the Litigation shall be paid as follows: 50% by ITS; and 50% by EZMO, Araya and Zekerias.

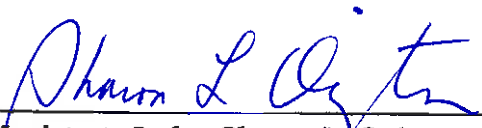
7. **Dismissal of the Litigation.** The Litigation shall be dismissed with prejudice as to all claims and counterclaims.

8. **Entire Agreement.** The terms of this stipulation and agreed entry represents the entire understanding between the Parties concerning the subject matter hereof, and no other or separate understandings, agreements or representations, oral or written, exist or have been made. No term of this stipulation and agreed entry may be changed, waived, discharged or terminated in the absence of a stipulation and agreed entry signed by all of the Parties and entered into the record of this matter.

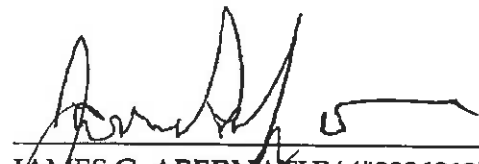
The Parties agree that they have fully read and understand the terms of this stipulation and agreed entry, and has had a full and fair opportunity to consult with his/her/its attorney as to the meaning and effect thereof.

Based upon the above agreement, this Court hereby orders that this matter be dismissed with prejudice, with costs of this action split equally between Plaintiff and Defendants.

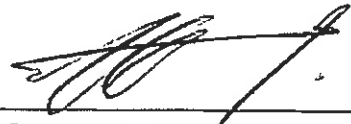
SO ORDERED:


Magistrate Judge Sharon L. Ovington

SO AGREED:


JAMES G. ABERNATHY (#0086819)
BRANDON COATE (#0081701)
TODD E. BRYANT (#0072738)

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